

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** County Manager Bill Rich  
**Attachment:** No

**ITEM TITLE:** EMPLOYEE OF THE MONTH

**SUMMARY:** Manager Bill Rich will announce the Employee of the Month.  
The employee will spin the "Wheel of Thanks."

**RECOMMEND:** Congratulations.

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Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** RESOLUTION SUPPORTING THE APPLICATION FOR A  
GRANT FROM NORTH CAROLINA 911 BOARD

**SUMMARY:** Currently Dare, Tyrrell and Hyde Counties PSAP's (Public Safety Answering Points) providing service and answering 911 calls are handled through a system financed, in part, from 911 funds provided by the North Carolina 911 Board under G.S. 62A-46(c).

In an effort to establish an integrated management structure to better serve each County's population Dare, Tyrrell and Hyde Counties propose consolidation of the three counties PSAP services. Each of the three counties support the consolidation of the existing PSAP's into an integrated management structure and supports an application for grant funding under the E-911 Consolidation Program adopted by the North Carolina 911 Board.

**RECOMMEND:** Adopt.

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Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

# COUNTY OF HYDE

## Board of Commissioners

Barry Swindell, Chair  
Earl Pugh, Jr., Vice-chair  
Benjamin Simmons  
John Fletcher  
Dick Tunnell

30 Oyster Creek Road  
PO Box 188  
SWAN QUARTER, NORTH CAROLINA 2781  
252-926-4400  
252-926-3701 Fax

Bill Rich  
County Manager

Fred Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



## **RESOLUTION SUPPORTING THE APPLICATION FOR A GRANT FROM NORTH CAROLINA 911 BOARD**

**WHEREAS**, the current Public Safety Answering Points or PSAP's providing service and answering 911 calls for Dare/Tyrrell/Hyde Counties are handled through a system financed, in part, from 911 funds provided by the North Carolina 911 Board under G.S. 62A-46(c); and,

**WHEREAS**, Dare, Tyrrell and Hyde Counties currently operate PSAP's; and,

**WHEREAS**, Dare, Tyrrell and Hyde County governments, have recommended the consolidation of 911 communication services throughout Dare/Tyrrell and Hyde Counties in an effort to establish an integrated management structure to better each County's populations; and,

**WHEREAS**, the North Carolina 911 Board will soon commence a grant cycle which will include the E-911 Consolidation Program intended to provide funding for those jurisdictions seeking to consolidate 911 emergency services; and,

**WHEREAS**, the Dare County Board of Commissioners, Tyrrell County Board of Commissioners and the Hyde County Board of Commissioners support the consolidation of the existing PSAP's into an integrated management structure and by this Resolution intend to authorize and to support an application for grant funding under the E-911 Consolidation Program adopted by the North Carolina 911 Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Dare County, Tyrrell County and Hyde County each being a government body located in North Carolina, that:

1. Individually and jointly each of the governmental bodies expresses its support for the consolidation of communication services (PSAP's) into a single PSAP as recommended, and
2. To facilitate and finance, or partially finance, the consolidation of communication services, the application for a grant under the E-911 Consolidation Program is authorized and may be submitted to the North Carolina 911 Board when the applications for funding become available, and
3. In order to facilitate the application and granting process, the application shall be submitted and any grant funds received shall be administered with Dare County acting as the lead agency for such purposes or as a joint effort by three (3) or more of the governmental bodies, as may be required by the E-911 Consolidation Program Guidelines; and

This Resolution is adopted by each of the governmental bodies set out below, but executed in counterparts pursuant to authority duly given by official action of the governing body on the date indicated below.

Adopted this the 2<sup>nd</sup> day of September, 2014, in Hyde County, North Carolina.

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Barry Swindell, Chairman

ATTEST: \_\_\_\_\_  
Lois Stotesberry, Clerk to the Board



**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes – Revised CDBG-Contingency Infrastructure Project Ordinance

**ITEM TITLE:** CDBG- CONTINGENCY INFRASTRUCTURE PROJECT  
ORDINANCE FINAL REVISION

**SUMMARY:** Hyde County has completed the CDBG-Contingency Sewer Extension in coordination with the Engelhard Sanitary District. The force main and all STEP pump systems are in place. Also pump testing and individual plumbing and electrical connections to the 30 units being provided public sewer service have been completed. The new extension is online with the customers being served and billed each month.

During construction, the project engineer and contractor advised the county staff and CDBG management consultant that there were some concerns by both the Sanitary District and the county building inspector related to 1) pre-existing “gray water” discharges outside the existing septic tanks, and 2) suggested modifications to existing electrical panel boxes to accommodate the extra circuit required for the pump/alarm control panel. At the progress meeting, all parties agreed that project could be successfully completed within budget as bid; however, it was also agreed that the project benefit to individual homeowners could be significantly improved if additional CDBG funds could be identified to address these concerns for individual homeowners, who will be required at some point in the future to make these improvements at their own expense if other funds were not available.

Hyde County was provided by the grant funder an additional \$25,000 in CDBG funds as an “Add-on” to its existing project through budget revision to the sewer improvements line item. In order to complete all gray water and electrical issues an additional \$5,000 is required in County funds. That allocation is represented in a Budget Revision and Transfer to be approved at this meeting.

**RECOMMEND:** Discussion and approval.

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Motion Made By: ☐ Barry Swind  
☐ Dick Tunnell  
☐ Anson Byrd  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Anson Byrd  
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Vote: ☐ Barry Swindell  
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**HYDE COUNTY CDBG-CONTINGENCY INFRASTRUCTURE PROGRAM**  
**Project Ordinance (Revised September 2, 2014)**

Be it ordained by Hyde County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance for CDBG Grant #05-D-2194, dated July 5, 2011, is hereby amended as follows:

Section 1. The project authorized is the Community Development Block Grant Contingency Infrastructure project described in the work statement contained in the amended grant agreement (05-D-2194) between Hyde County and the North Carolina Department of Commerce dated December 9, 2014. This project is more familiarly known as the Hyde County US 264 Sewer Improvements Project.

Section 2. The Hyde County staff is hereby directed to proceed with the amended grant project within the terms of the grant document(s), the rules and regulations of the Department of Commerce, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the project activities:

US 264 Sewer Improvements Project

CDBG Grant	\$600,000.00
Additional CDBG Funds	\$ 25,754.25
Local Funds	\$ 5,000.00
 Total Project Resources	 \$600,000.00
	\$630,754.25

Section 4. The following amounts are appropriated for the project activities:

US 264 Sewer Improvements Project

Project Budget	\$600,000.00
	\$630,754.25

Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Department of Commerce required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Department of Commerce in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this council.

Section 9. Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this project.

Adopted this 2<sup>nd</sup> day of September, 2014.

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Barry Swindell, Chairperson  
Hyde County Board of Commissioners

ATTEST:

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Lois Stotesberry, Clerk to the Board

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Kris Cahoon Noble  
**Attachment:** No

**ITEM TITLE:** APPOINTMENT OF ROSEMARY JOHNSON AS A MAP REVIEW OFFICER

**SUMMARY:** The Hyde County Office of Economic Development and Planning complete all reviews of plat maps before submission to the Hyde County Register of Deeds. Due to the resignation of Averil Simmons and hiring of Rosemary Johnson, Hyde County Office of Economic Development and Planning is requesting Rosemary Johnson be appointed as a Map Review Officer.

Both Noble and Johnson will be attending a full day Review Officer Workshop offered by the Land Records Management Program from the North Carolina Secretary of State and North Carolina Property Mappers Association on September 9, 2014 in Williamston.

**RECOMMEND:** Discussion and appointment of Rosemary Johnson.

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Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Anson Byrd  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Anson Byrd  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Anson Byrd  
☐ John Fletcher  
☐ Earl Pugh, Jr.



## **SWAN QUARTER LANDING PROPOSAL**

### **SWAN QUARTER LANDING INTRODUCTION –**

***Please see Exhibit A: Map of Swan Quarter Landing***

In the early 1700's, Samuel Swann settled along the Pamlico Sound near the head of Swan Bay. Swann's Quarter was the first name given to this coastal settlement. Eventually the name was shortened to Swan Quarter and became the county seat in 1836. The Swan Quarter "brand" would become nationally recognized. Known as the "land of many waters", Hyde County boasts North Carolina's largest natural lake, Lake Mattamuskeet. And Ocracoke Island, once home to Blackbeard, is a tourist mecca. A year-round 50-car ferry connects Swan Quarter on the mainland to Ocracoke Island crossing the Pamlico Sound in two and a half hours. The tiny village of Swan Quarter has a population of 324. The average high temperature is 71.6 degrees and the average low temperature is 51.3 degrees. Total average annual rainfall is 52.62 inches. The principal occupations of Swan Quarter citizens is fishing, oystering, crabbing, and farming.

The main hub of the commercial fishing industry in Swan Quarter is what locals call "The Swan Quarter Landing" and consists of the properties along Landing Road. Landing Road is a peninsula that extends from the center of Swan Quarter Village to the Swan Quarter Bay and ultimately leading to the Pamlico Sound and Atlantic Ocean with navigable canals on each side. Swan Quarter Landing is bounded to the south by Swan Quarter Canal and basin; to the north by additional private parcels and an additional canal, and to the east by the edge of Swan Quarter village. The canals are key defining features of the area with wharfs and water dependent uses aligned along its edges.

Of the over 40 properties found along Landing Road, the majority are privately held and engaged in recreational and commercial fishing. A handful of properties in this area are owned and administered by Hyde County. These properties include 185 Landing Road which is a former fish house that the County is in the process of revitalizing for public commercial dockage, current dock space along the canal, the Swan Quarter Community Park, and several parcels of vast marshland preserved through FEMA acquisition.

### **SITE HISTORY**

The proposed project site is a single large parcel comprising a portion of the northeastern edge of the peninsula. Starting in the 1960's, Harry Jarvis, better known as "Captain" Harry, began dredging the waters surrounding his property on Landing Road in Swan Quarter. By backfilling with the excavated materials from the main channel to Swan Quarter Bay, he soon created a significant tract of land several feet in elevation above the vast marshlands so typical of the ubiquitous area estuaries. He soon opened a seafood restaurant followed by a motel which would become a well-known destination for tourists and outdoorsmen across central and eastern North Carolina and southeastern Virginia. After many years of successfully operating the motel and restaurant, stricter State environmental regulations forced the landmark to close. The property fell into disrepair and languished for almost a decade. Captain Harry died in 1999 passing the abandoned property on to his son Ralph Jarvis.



## **SWAN QUARTER LANDING PROPOSAL**

### **BACKGROUND - SWAN QUARTER LANDING**

In 2007, Ralph Jarvis partnered with a Raleigh-based developer, Faulkner CJS, to build 45 3-story condominiums and 58 boat slips on the 12.47 acre peninsula and Swan Quarter Landing was born. Mr. Jarvis had turned down several offers to purchase the property in previous years, but the Swan Quarter Landing development gave him an opportunity to be part of the team to assure attributes of the project would reflect the waterfront and town's unique character. Mr. Jarvis worked with Faulkner CJS to create a Master Plan containing architectural and engineering plans, obtained necessary development permits, the motel and restaurant were demolished, and a marketing and sales strategy was established complete with a brochure, DVD and an interactive web site. The partnership rented the old Swan Quarter post office and created a beautiful new sales center right on Main Street, furnished with a nautical theme and around the corner from the property. The target market was hunters, fishermen, boaters, birders and nature-lovers that would be able to access the renowned fishing grounds, unmatched wildlife and waterfowl habitat, and the 50,180-acre Swan Quarter National Wildlife Refuge which was established in 1932.

The condominium and marina were to be phased and several Phase 1 units and boat slips were actually reserved (deposits received) before the 2008 economic downturn. Despite the devastating impacts of the economy, the residential project was aggressively marketed for several years in hopes the one-of-a-kind development would attract wealthy sportsmen that desired boat access close to the Triangle and Tidewater regions. In 2011, a campground master plan with 35 lots was developed and approved as an alternative land use by Hyde County; however, the market had still not sufficiently rebounded, and in 2012 the partners decided to list the land for sale by Waldrop Properties based on an appraised value of \$875,000. All permits including CAMA approvals are still in place.

### **PROPOSED PLAN**

In 2013, an idea was conceived by the Jarvis Family to preserve the property for future generations by developing a recreational amenity including boat/kayak/canoe launches, restrooms, a gazebo, an observation tower, bulk heading/docks and boat slips, boardwalks and nature trails, event lawn areas, an education amphitheater, picnic tables, seating as well as landscaping, way-finding, lighting, site furnishing, a parking lot, and utilities. ColeJenest & Stone, a land planning, landscape architecture, civil engineering and urban design firm based in Charlotte, created a concept Master Plan to reflect Ralph and Sophia Jarvis' vision for the property.

Ralph Jarvis is a retired fisherman who has lived in Swan Quarter most of his life. Sophia Jarvis, his wife of more than 50 years, is a retired second grade school teacher with a passion for education, especially of young people. The Jarvis's believed the property could combine education with the strong history and culture of Swan Quarter, Hyde County, and the lifestyle of the North Carolina waterman.



## **SWAN QUARTER LANDING PROPOSAL**

***Please see Attached Exhibits B: Site Plan for Proposed Jarvis Project and Exhibit C: Detailed Site Plan for Proposed Jarvis Project. Both Exhibits illustrate a conceptual use of the property.***

### **ROLE OF THE CONSERVATION FUND**

For nearly 30 years, The Conservation Fund has been saving special places across America. They have protected more than 7,000,000 acres of land and water in all 50 states, from the park down the street to historic battlefields, wild areas, and favorite destinations of all kinds. Working with communities, government, and business partners, The Conservation Fund strives to balance both economic and environmental goals. They rank among the top 1% of charities nationwide and have the lowest overhead and highest programmatic investment of any environmental charity in the country. That means they put more of their money in the ground than anyone else. They believe every community and landscape is different. That is why conservation calls for different solutions—from acquiring land to empowering rural communities, strategically planning infrastructure, investing in sustainable business, and demonstrating new ways to balance economic and environmental goals. Their many projects often begin when government or community leaders want to save a special outdoor place – *a place like Swan Quarter Landing.*

The objective is for The Conservation Fund to partner with Hyde County to provide a financial “bridge” to assist the County with the acquisition and eventual development of the land into a recreational/educational amenity and a public trust that will clearly boost the Swan Quarter and Hyde County economies. This project will draw users from a 250 mile radius giving visitors a firsthand look at an exceptional way of life – the life of the waterman. In addition to funding, The Conservation Fund offers a full suite of conservation services, from real estate negotiation and land acquisition to strategic planning, conservation training, and community outreach.

### **ACQUISITION PLAN**

#### **Costs/Funding Sources – Grant Agencies**

Hyde County will work with a long-list of grant fund sources in the acquisition of the property once The Conservation Fund has secured the tract.

***Please see attached Exhibit D: Grant Funding Sources – Acquisition.***

Hyde County is a Tier One Economically Distressed County and all funds for the project must come from grant resources or sustainable revenues from the project. Hyde County will however dedicate staff and internal resources towards the project including grant administration, project development and planning.

Kris Cahoon Noble is Hyde County’s Planner and Economic Development Director and will oversee the project working closely with Bill Rich, Hyde County Manager as well as members of the Hyde County Board of Commissioners. Ms. Noble has worked with Hyde County since 2008, most recently as the Grant Administrator in the Office of Planning and

## **SWAN QUARTER LANDING PROPOSAL**

Economic Development. In her previous role, she coordinated special projects in storm water management/drainage, domestic water extensions, wastewater treatment, and construction of a variety of municipal and community facilities. She currently serves on the North Carolina Catch Board and the Coastal Resources Advisory Council. A native of Swan Quarter, she attended East Carolina University where she received a Bachelor of Science in Business Administration with a concentration in Entrepreneurship and Small Business Management and a Master's of Business Administration. Ms. Noble is also a graduate of the North Carolina Rural Center's Rural Economic Development Institute and the UNC School of Government's Community Development Academy.

Ms. Noble has been responsible for planning and economic development in one of North Carolina's most rural counties with the principal goal of developing commerce within the county by providing infrastructure and creating jobs while encouraging feasible, hazard-resilient development. She is also responsible for attracting new business and nurturing small and start-up business, while implementing and maintaining economic development programs focused on innovative development strategies to promote travel and tourism while retaining existing business and industry. The Office of Economic Development and Planning also includes a full-time administrative assistant Rosemary Johnson who will also be involved in this project and assist Ms. Noble and Mr. Rich in day-to-day project management and coordination.

### **DEVELOPMENT PLAN**

#### **Costs/Funding Sources - Grant Agencies**

Hyde County will work with a long list of grant fund sources in the phased development of the property.

***Please see attached Exhibit E: Grant Funding Sources – Development.***

Targeted grants will be based on specific site and infrastructure improvements. For example, bulk heading will be tied to waterway stabilization funding sources; the amphitheater (outdoor classroom) will be tied to education; etc.

#### **Program – Uses (Build-out - ALL phases)**

1. Boat/kayak/canoe launches - one (1) - 15' concrete ramp with two (2) floating docks
2. Boat ramps - two (2) - 12' reinforced concrete ramps
3. Restrooms (separate male / female) / water fountain / storage (kayak / canoe / paddles / life jackets / wheel launch)
4. Gazebo - treated timber
5. Observation tower - custom
6. Bulk heading - 8' marine treated corrugated metal bolted panels and concrete piles
7. Docks and boat slips (up to 58 slips - small - 12'-20'; medium; 20' - 30'; large - over 30') - treated timber / recycled-manufactured materials
8. Boardwalks - 12' treated timber / recycled-manufactured materials
9. Nature trails - 6" - 6' crusher-run gravel
10. Event lawn areas



## **SWAN QUARTER LANDING PROPOSAL**

11. Education amphitheater / stage / rostrum - to accommodate fifty (50) students
12. Picnic tables - seven (7) - eight (8)-person - treated timber / recycled-manufactured materials
13. Seating/benches - fourteen (14) - built-ins and free-standing
14. Landscaping - trees / shrubs / groundcover
15. Way-finding - signage / graphics
16. Lighting - 14' parking areas / 9' boardwalks and nature trails
17. Grills - seven (7) - commercial-grade
18. Trash receptacles - twelve (12) - SQ standard
19. Parking lot / access drives - fifty (50) spaces - 60' bays (gravel / pervious pavement / pavers) - including 5% accessible parking
20. Utilities (electric / gas / telecom / water / sewer / storm drainage)

### **OPERATIONS PLAN**

#### **Related Projects Operating Under One Umbrella**

It is important to note that this proposed project will be developed in coordination with a separate but related project on a neighboring parcel. Identified earlier in this narrative and also in ***Exhibit A: Swan Quarter Landing***; 185 Landing Road is currently being revitalized to provide economic utility for commercial fishing vessels and related water dependent industries through development of a new docking area and supportive upland loading and unloading zones. The site will also provide facilities for transient boaters seeking short-term refuge and dockage. 185 Landing Road will offer social amenity for residents and area visitors, be used to cooperate with various research institutions; communicate the rich history of Swan Quarter; explain the importance of the North Carolina fishing industry for future generations; and, assist in the overall redevelopment of the economic and social fabric of Swan Quarter.

The 185 Landing Road property was obtained by Hyde County by the Waterfront Access Marine Industry (WAMI) Fund administered through the NC Division of Marine Fisheries. WAMI funds have also further contributed to the project by providing funding for planning including a Pre-Development & Vision Plan which was completed in June of this year. An excerpt of that plan is attached for review. ***Please see attached Exhibit F: Swan Quarter 185 Landing Road Pre-Development and Vision Plan.***

Hyde County believes that the 185 Landing Road project focusing on the commercial industry and the Jarvis project focusing on recreational amenities are a perfect marriage and will promote travel and tourism, preserve working waterfront, conserve natural environmental areas all while creating an economic engine for the residents of the village.

In addition both projects are within sight of the village of Swan Quarter and the Hyde County Government Center. The Swan Quarter Ocracoke Ferry Terminal is less than one mile from the project sites which will provide a direct source of visiting tourists traveling to Ocracoke each year.

## **SWAN QUARTER LANDING PROPOSAL**

### **Costs/Funding - Hyde County (Revenue)**

Hyde County will complete a sustainable plan of operations and maintenance for the property. Revenues that are earned on the site will be utilized to cover annual operations and short and long term maintenance of the facility.

### **Access - Pedestrian/Bicycle/Vehicular/Boat**

The project is intended to provide year-long access via all transportation modes.

### **Users - Local/Regional/State**

The project is intended to provide year-long access to visitors, tourists, schools, faith-based organizations, vacationers, and local residents.

### **Staffing**

Hyde County will utilize a sustainable operation and maintenance plan to provide safety, security, and maintenance. An extensive volunteer program will be established for tours, educational events/programs, festivals, etc. Hyde County will also seek project partners included but not limited to the NC Coastal Federation, Hyde County 4-H and NC Catch, Mattie Arts Center and The Partnership for the Sounds to provide programming and to have a presence on site. It is anticipated a Visitors Center will be developed in conjunction with the project.

## **SUMMARY**

Hyde County is eager to partner with The Conservation Fund to help create a heritage project for the citizens of Hyde County and all of North Carolina. This exciting potential development will celebrate the waterman and their lasting contribution to the history and culture of our state's magnificent coast including both the Outer and Inner Banks.

The 12.47 acre Swan Quarter Landing property is an irreplaceable coastal landscape, and as a special gateway to the Pamlico Sound and Atlantic coast will make the perfect backdrop for teaching future generations the ways of boating, fishing, oystering, and crabbing through public access to the very resource that continues to define the waterman's wonderful way of life.

This project will provide tremendous economic development potential to rural Hyde County as a destination for tourists and vacationers passing through Swan Quarter via the ferry as well as local residents and visitors who want to see for themselves the up-close story of seafood. The tract is adjacent to the historic Swan Quarter commercial fishing fleet and a small parcel controlled by the State which will help further define this entire area as an exceptional place.

The vision is clear. The land made by Captain Harry could not have been prepared for a more valuable end. Hyde County looks forward to working with the Conservation Fund and other project partners to complete this unique and valuable project.



**Exhibit D**  
**Grant Funding Sources – Acquisition\***  
**August 18, 2014**

- Anderson-Rogers Foundation
- Arthur B. Schultz Foundation
- Beim Foundation
- Beldon Fund
- Boeing Company
- BP Foundation - Global Focus
- Cargill Corporation Charitable Giving
- Cedar Tree Foundation
- Charles Stewart Mott Foundation
- Chesonis Family Foundation
- Coca Cola Foundation
- Colcom Foundation - Environment - National Focus
- Compton Foundation
- ConocoPhillips Community Investment - National Focus
- Curtis and Edith Munson Foundation - Conservation, National Focus
- Dale and Edna Walsh Foundation - National Focus
- David and Lucile Packard Foundation
- Del Rio Family Foundation - Education, Health & Environment - National & In...
- DEW Foundation - Education, Arts, Religion, Environment - National Focus
- Doris Duke Charitable Foundation
- Dr. Scholl Foundation
- DuPont Contributions Program
- Earthwatch Institute
- Eastman Kodak Company
- Edison International
- Educational Foundation of America
- ExxonMobil Community Investment
- Fund for Wild Nature
- Geraldine R. Dodge Foundation
- Halliburton Corporate Contributions
- IBM Corporate Citizenship
- Kinder Morgan Foundation - US & Canada
- Koch Industries
- Kohlberg Foundation - Health, Education, Environment - National Focus
- Kresge Foundation
- Lawrence Foundation
- Levinson Foundation
- Melinda Gray Ardia Environmental Foundation
- Monsanto Fund
- Morgan Family Foundation
- Motorola Foundation
- Nathan Cummings Foundation
- New England Grassroots Environment Fund
- Northrop Grumman Contributions Program - Multiple States
- Ocean Foundation
- Ocean Fund
- PepsiCo Foundation
- Richard and Rhoda Goldman Fund
- Robert and Patricia Switzer Foundation
- Schmidt Family Foundation - Environmental Education
- Swanson Family Foundation
- The Butler Family Foundation
- The Gannett Foundation
- Tides Foundation
- Turner Foundation
- United Technologies - Regional
- UPS Foundation - National & International Focus
- Wallace Global Fund
- Walton Family Foundation
- Weyerhaeuser Company Foundation - National; international; Canada
- Weyerhaeuser Family Foundation - National & International Focus
- Wilburforce Foundation

\*Funding sources may be interchangeable.

**Exhibit E**  
**Grant Funding Sources – Development\***  
**August 18, 2014**

- 1675 Foundation
- 3M Community Giving
- A.J. Fletcher Foundation
- A.E. Finley Foundation
- Adobe Systems, Inc.
- Alcoa Foundation
- Alfred P. Sloan Foundation
- Bernard and Audre Ropoport Foundation
- Brady Education Foundation
- C. Louis Meyer Family Foundation - NC, SC, Chicago
- Community Development Block Grant Program
- Constellation Energy Group
- Dell Foundation
- Dominion Foundation
- Duke Endowment
- Ford Foundation
- George Gund Foundation
- Grants Fundraising.com
- Grants.gov
- Levinson Foundation
- Lumpkin Foundation
- MacArthur Foundation
- Mary Reynolds Babcock Foundation
- North Carolina Community Foundation
- North Carolina Rural Economic Development Center
- North Carolina Tobacco Trust Fund Commission
- North Carolina water, wastewater and stormwater funding sources
- Rockefeller Family Fund
- Samsung US Initiatives - Environment & Community
- Sears Holdings - National Focus
- The Cannon Foundation
- W. K. Kellogg Foundation
- Z. Smith Reynolds Foundation, Inc.

\*Funding sources may be interchangeable.

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes – Itinerary for Secretary Decker's Visit

**ITEM TITLE:** SECRETARY OF COMMERCE SHARON DECKER VISITS HYDE COUNTY

**SUMMARY:** Hyde County and the Hyde County Chamber of Commerce will host Secretary of Commerce Sharon Decker on Friday September 12 to highlight Hyde County's Economic Development Strategic Initiatives.

**RECOMMEND:** Discussion.

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Motion Made By: ☐ Barry Swind  
☐ Dick Tunnell  
☐ Anson Byrd  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Anson Byrd  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Anson Byrd  
☐ John Fletcher  
☐ Earl Pugh, Jr.

**AGENDA**  
**HYDE COUNTY VISIT BY SECRETARY OF COMMERCE SHARON DECKER**  
**FRIDAY, SEPTEMBER 12, 2014**

- 8:00-9:00 AM** Engelhard Airport – Power Point Presentation on Hyde County’s broad range, big picture economic development strategies. Including but not limited to:
- Airport UAV Project – Existing Commerce Project
  - Engelhard Sanitary District Failure – CDBG Issues
  - Engelhard Marine Industrial Park - Existing Commerce Project
  - Hyde Davis Business Incubator - Industry Recruitment
  - Martin Lumber/Precision Pallet - Wood Products
  - Rose Acre Farms – NCDENR
  - Tourism – Ocracoke, Swan Quarter, Mattamuskeet Lodge
- 9:00 – 9:30 AM** Travel to Lodge and drive by EMIP and Davis
- 9:30 – 10:00 AM** Arrival of Secretary at Mattamuskeet Lodge/Catered Breakfast
- 10:00 - 10:15 AM** Opening Remarks by Gordon Myers, Executive Director of the North Carolina Wildlife Resource Commission
- Brief history of the Lodge and project
  - Current project status
  - Future of the project
- 10:15 – 10:30 AM** Secretary Decker’s Remarks
- 10:30 - 11:15 AM** Secretary’s tour of the Mattamuskeet Lodge

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Meredith Nicholson, Chair, ABC Board  
**Attachment:** No

**ITEM TITLE:** HYDE COUNTY ABC BOARD REPORTS

**SUMMARY:** ABC Board Chair Meredith Nicholson will present update on the Hyde County ABC Board.

**RECOMMEND:** Receive report.

---

Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.





**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014

**Presenter:** Daniel Brinn

**Attachment:** Yes

**ITEM TITLE:** Clarification of set boundary lines between Tiers 1, 2 & 3 in West Quarter Service District

**SUMMARY:** The Swan Quarter Steering Committee met on Wednesday, August 27, 2014 to clarify boundary lines between Tiers 1, 2 & 3 in the West Quarter Service District. The purpose of this was done to clearly define assessment lines before the tax bills were mailed out.

**RECOMMEND:** The Swan Quarter Steering Committee recommends the following:

The boundary line between Tier 1 and Tier 2 is as follows: Beginning at the westward boundary of the Service District At a 0.1 Acre lot owned by the County of Hyde, Following Quarter Road Eastward and then North until its intersection with Juniper Bay Road, and then following Juniper Bay Road Eastward until its intersection with Arch Road and then continuing eastward following the southern boundary of a property owned by the Carolyn B., and Ira B. Hall Trust(NCPIN#8621-88-6392) until its end at the intersection with the dike.

The boundary line between Tier 2 and Tier 3 is as follows: Beginning at the northern boundary of the Service District at the intersection of US 264 and Mapletown Road, following Mapletown road south and east until its intersection with Quarter Road and continuing eastward following the northern boundary of a property owned by Calvin Blythe Davis (NCPIN#8622-31-3187) and continuing along the northern boundary of a property owned by J. W. and Kathy G. Spencer (NCPIN#8622-60-5969) until its intersection with Juniper Bay Road which marks the eastern boundary of the Service District.

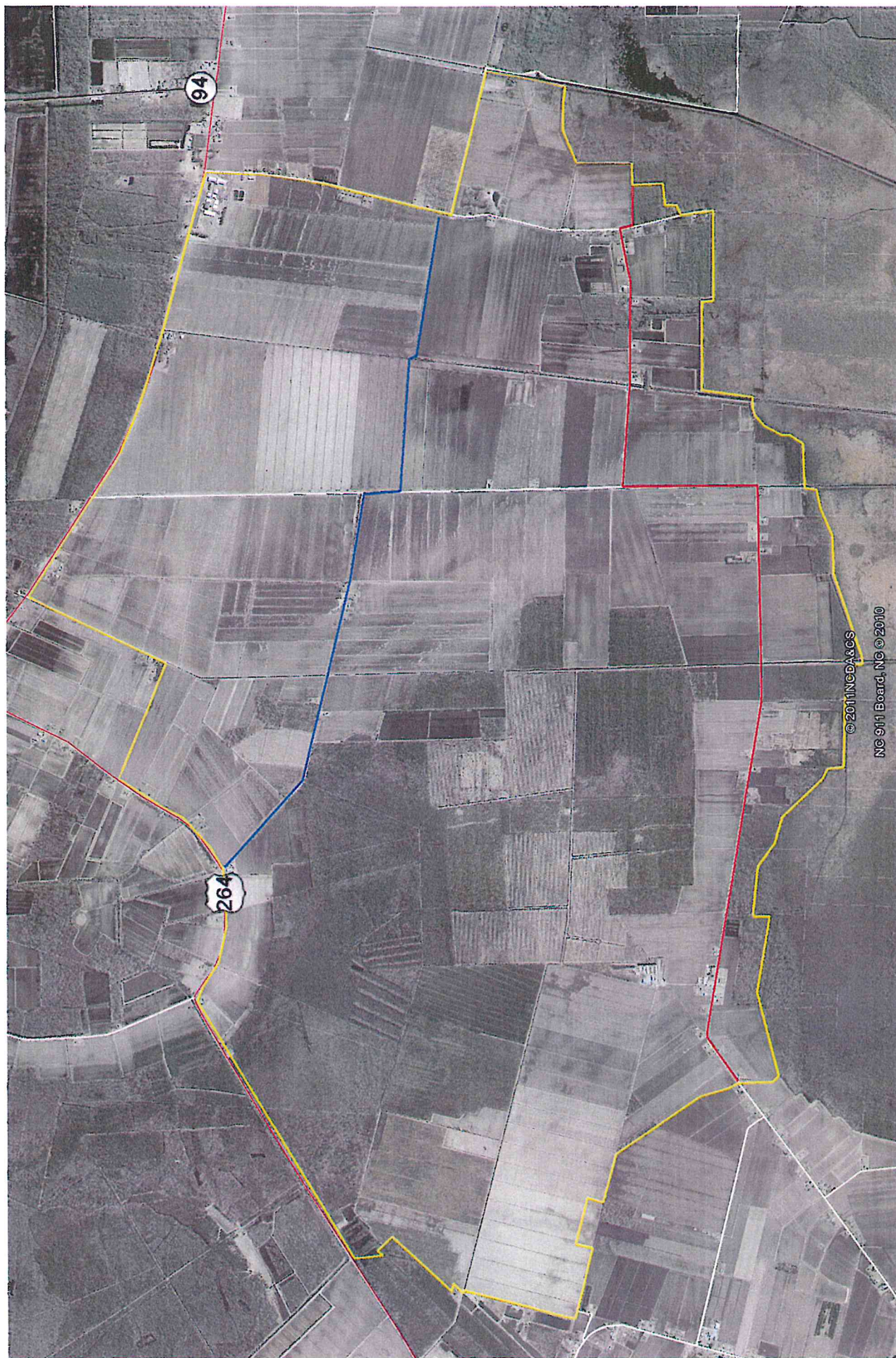
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Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.





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**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Utilities Director Clint Berry  
**Attachment:** Yes

**ITEM TITLE:** CENTRAL CAROLINA HOLDINGS, LLC CONTRACT

**SUMMARY:** Contractor that is used to pick up all the scrap tires in the county. This contractor has been used since the beginning of tire recycling and is the closest tire recycling contractor to Hyde County.

**RECOMMEND:** Approve.

---

Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.



STATE OF NORTH CAROLINA  
**HYDE COUNTY**  
CENTRAL CAROLINA HOLDINGS LLC.

**SCRAP TIRE RECYCLING & DISPOSAL CONTRACT**

This Scrap Tire Recycling and Disposal Contract made and entered on this 1<sup>st</sup> day of September 2, 2014, by and between Hyde County, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, 28326, hereafter referred to as "Contractor".

**WITNESETH**

**WHEREAS**, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

**WHEREAS**, the Contractor is qualified to provide collection, transportation, recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

**1) Scrap Tire Volume Generated**

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.

**2) Recycling and Disposal Services**

**a) Contractor Responsibilities**

The contractor agrees to transport, process, recycle or dispose of all scrap tires. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and or disposing of all scrap tires in accordance with applicable state, federal, and local environmental and safety laws, regulations, permits, ordinances and standards.

**b) County Responsibilities**

The County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.



## STATE OF NORTH CAROLINA

### HYDE COUNTY

#### 3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 7 (b) with automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

#### 4) Time of Performance

Contractor shall remove tires within seventy two hours (72) hours of notice by County. The notice period shall not include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the day after Christmas.

#### 5) Invoices

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin.

#### 6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$ 92.19 per ton. The contract shall provide for annual adjustment for cost of business inflationary increase not to exceed 1.5%. The Consumer Price Index for Southeastern United States will be used to determine the inflationary increase.

Fuel has become very unpredictable and unusually expensive. It is important for us to maintain quality and fair service, and to do this we have developed the following process to meet our driver's needs and be fair to our customers. We call the Energy Information Administration Diesel Fuel Hotline 202-556-6966 every week on Monday to establish our fuel surcharge for the week. We establish this surcharge on the following basis.

We use \$ 1.99 as our price point,

Price	Fuel Surcharge
0- \$ 1.99	0
\$ 2.00 - \$ 2.25	.05 per mile
\$ 2.26- \$ 2.50	.10 per mile
\$ 2.51- \$ 2.75	.15 per mile
\$ 2.76- \$ 3.00	.20 per mile
\$ 3.01 - \$ 3.25	.25 per mile
\$ 3.26- \$ 3.50	.30 per mile
\$ 3.51 - \$ 3.75	.35 per mile
\$ 3.76 - \$4.00	.40 per mile

STATE OF NORTH CAROLINA

HYDE COUNTY

\$ 4.01 - \$ 4.25	.45 per mile
\$ 4.26 - \$ 4.50	50 per mile
\$ 4.51 - \$ 4.75	.55 per mile
\$ 4.76 - \$ 5.00	.60 per mile

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

**7) Termination**

This contract may be terminated according to either of the following provisions:

- a) Default: If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.
- b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

**8) Force Majeure**

- a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.
- b) Definition: Force Majeure – For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

Notice : In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party



## STATE OF NORTH CAROLINA

### HYDE COUNTY

notice in writing of such Force Majeure , setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel, Contractor and County will negotiate satisfactory terms for both parties involved.

c) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

#### **9) Representations**

9.1) The Contractor represents, warrants and covenants to County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
- b) The execution ,delivery, and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- c) Contractor has valid rights of control with respect to its plant size.
- d) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

9.2) County represents, warrants and covenants to Contractor that:

- a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of , constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

#### **10) Insurance**

Contractor does hereby attest that it has general liability insurance coverage ( which covers all its operations including but not limited to motor vehicle transportation) in the

STATE OF NORTH CAROLINA

HYDE COUNTY

minimum amount of one million ( \$ 1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to the County within ten (10) days of signing Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

**11) Hold Harmless**

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, The Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them , The Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

**12) Disputes**

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice, Hyde County, N.C.

**13) Miscellaneous**

**13.1)** Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

**13.2)** This Contract may be changed only by agreement in writing and signed by both parties hereto.

**13.3)** This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and /or written.



STATE OF NORTH CAROLINA

HYDE COUNTY

13.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

13.5) This Contract shall be governed by the laws of the State of North Carolina.

13.6) The sections and heading in the Contract are for reference purposes only and shall not effect in any way the meaning of this Contract or any part herein.

13.7) In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

13.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

**Contractor**

Central Carolina Holdings LLC.  
1616 McKoy Town Rd.  
Cameron, N.C. 28326

**County**

Hyde County  
P.O. Box 188  
Swann Quarter, N.C. 27885

13.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

13.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF NORTH CAROLINA

HYDE COUNTY

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals  
as of the date first above written.

COUNTY OF HYDE

BY: \_\_\_\_\_

ATTEST

\_\_\_\_\_

CENTRAL CAROLINA HOLDINGS LLC.

BY: \_\_\_\_\_

GENERAL MANAGER

ATTEST

SECRETARY

*Lynne Perry*

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Utilities Director Clint Berry  
**Attachment:** No

**ITEM TITLE:** ONGOING PROJECTS UPDATE

**SUMMARY:** Utilities Director Clint Berry will present update on the following projects ongoing in the County:

- a. Government Center
- b. Public Safety Center
- c. East Carolina Bank Building – DSS

**RECOMMEND:**

---

Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.



**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Manager Bill Rich  
**Attachment:** No

**ITEM TITLE:** OCRACOCKE STORM WATER

**SUMMARY:** Manager Rich will present update on the Ocracoke Storm Water meeting. He will make recommendation to handle this situation.

**RECOMMEND:** Discuss and approve.

---

Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** August 4, 2014  
**Presenter:** Commissioner John Fletcher  
**Attachment:** No

**ITEM TITLE:** ITEMS OF CONCERN

**SUMMARY:** Commissioner Fletcher will discuss the following items:

- i. Why we put contracts out for bid
- ii. Open Meetings
- iii. Red Neck ID's
- iv. Half Fare

**RECOMMEND:** Discussion.

---

Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** BUDGET MATTERS

**SUMMARY:** Departmental budget revisions and amendments will be presented by department managers for Board discussion and approval.

**Health Department:**

- 1) BR07-15 – Mosquito Control
- 2) BR08-15 – Community Transformation Grant Project  
(approved administratively)

**Department of Social Services:**

- 3) LIEAP Allocation

**RECOMMEND:** Discussion and approve budget revisions and amendments.

---

Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.



[illegible]

ENTERED LEDGER/DATE\_\_\_\_\_

[illegible]

DATE \_\_\_\_\_

ENTERED LEDGER/DATE

## HYDE COUNTY BOARD OF COMMISSIONERS 2014 2015 BUDGET *REVISIONS*

[illegible]





## DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: 07/01/2014

AUTHORIZATION NUMBER: 1

### ALLOCATION PERIOD

FROM JUNE 2014 THRU MAY 2015 SERVICE MONTHS

FROM JULY 2014 THRU JUNE 2015 PAYMENT MONTHS

Co. No.	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	77,458.00	77,458.00	0.00	0.00	77,458.00	77,458.00
02	ALEXANDER	18,415.00	18,415.00	0.00	0.00	18,415.00	18,415.00
03	ALLEGHANY	6,207.00	6,207.00	0.00	0.00	6,207.00	6,207.00
04	ANSON	20,574.00	20,574.00	0.00	0.00	20,574.00	20,574.00
05	ASHE	15,051.00	15,051.00	0.00	0.00	15,051.00	15,051.00
06	AVERY	8,607.00	8,607.00	0.00	0.00	8,607.00	8,607.00
07	BEAUFORT	31,273.00	31,273.00	0.00	0.00	31,273.00	31,273.00
08	BERTIE	18,008.00	18,008.00	0.00	0.00	18,008.00	18,008.00
09	BLADEN	26,945.00	26,945.00	0.00	0.00	26,945.00	26,945.00
10	BRUNSWICK	55,640.00	55,640.00	0.00	0.00	55,640.00	55,640.00
11	BUNCOMBE	129,668.00	129,668.00	0.00	0.00	129,668.00	129,668.00
12	BURKE	50,191.00	50,191.00	0.00	0.00	50,191.00	50,191.00
13	CABARRUS	65,070.00	65,070.00	0.00	0.00	65,070.00	65,070.00
14	CALDWELL	46,950.00	46,950.00	0.00	0.00	46,950.00	46,950.00
15	CAMDEN	3,017.00	3,017.00	0.00	0.00	3,017.00	3,017.00
16	CARTERET	31,768.00	31,768.00	0.00	0.00	31,768.00	31,768.00
17	CASWELL	14,805.00	14,805.00	0.00	0.00	14,805.00	14,805.00
18	CATAWBA	78,152.00	78,152.00	0.00	0.00	78,152.00	78,152.00
19	CHATHAM	20,813.00	20,813.00	0.00	0.00	20,813.00	20,813.00
20	CHEROKEE	14,800.00	14,800.00	0.00	0.00	14,800.00	14,800.00
21	CHOWAN	11,118.00	11,118.00	0.00	0.00	11,118.00	11,118.00
22	CLAY	6,633.00	6,633.00	0.00	0.00	6,633.00	6,633.00
23	CLEVELAND	67,034.00	67,034.00	0.00	0.00	67,034.00	67,034.00
24	COLUMBUS	41,749.00	41,749.00	0.00	0.00	41,749.00	41,749.00
25	CRAVEN	47,864.00	47,864.00	0.00	0.00	47,864.00	47,864.00
26	CUMBERLAND	190,791.00	190,791.00	0.00	0.00	190,791.00	190,791.00
27	CURRITUCK	7,777.00	7,777.00	0.00	0.00	7,777.00	7,777.00
28	DARE	11,748.00	11,748.00	0.00	0.00	11,748.00	11,748.00
29	DAVIDSON	82,124.00	82,124.00	0.00	0.00	82,124.00	82,124.00
30	DAVIE	15,181.00	15,181.00	0.00	0.00	15,181.00	15,181.00
31	DUPLIN	33,262.00	33,262.00	0.00	0.00	33,262.00	33,262.00
32	DURHAM	146,319.00	146,319.00	0.00	0.00	146,319.00	146,319.00
33	EDGECOMBE	49,795.00	49,795.00	0.00	0.00	49,795.00	49,795.00
34	FORSYTH	179,971.00	179,971.00	0.00	0.00	179,971.00	179,971.00
35	FRANKLIN	31,931.00	31,931.00	0.00	0.00	31,931.00	31,931.00
36	GASTON	118,295.00	118,295.00	0.00	0.00	118,295.00	118,295.00
37	GATES	5,911.00	5,911.00	0.00	0.00	5,911.00	5,911.00
38	GRAHAM	5,599.00	5,599.00	0.00	0.00	5,599.00	5,599.00
39	GRANVILLE	26,726.00	26,726.00	0.00	0.00	26,726.00	26,726.00
40	GREENE	13,934.00	13,934.00	0.00	0.00	13,934.00	13,934.00
41	GUILFORD	277,352.00	277,352.00	0.00	0.00	277,352.00	277,352.00
42	HALIFAX	50,605.00	50,605.00	0.00	0.00	50,605.00	50,605.00
43	HARNETT	62,778.00	62,778.00	0.00	0.00	62,778.00	62,778.00
44	HAYWOOD	32,614.00	32,614.00	0.00	0.00	32,614.00	32,614.00
45	HENDERSON	41,035.00	41,035.00	0.00	0.00	41,035.00	41,035.00
46	HERTFORD	20,027.00	20,027.00	0.00	0.00	20,027.00	20,027.00
47	HOKE	29,126.00	29,126.00	0.00	0.00	29,126.00	29,126.00

**CRISIS INTERVENTION PAYMENT (CIP) cont. AUTHORIZATION NUMBER: 1**

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	3,393.00	3,393.00	0.00	0.00	3,393.00	3,393.00
49	IREDELL	54,620.00	54,620.00	0.00	0.00	54,620.00	54,620.00
50	JACKSON	19,562.00	19,562.00	0.00	0.00	19,562.00	19,562.00
51	JOHNSTON	84,459.00	84,459.00	0.00	0.00	84,459.00	84,459.00
52	JONES	6,698.00	6,698.00	0.00	0.00	6,698.00	6,698.00
53	LEE	35,325.00	35,325.00	0.00	0.00	35,325.00	35,325.00
54	LENOIR	44,668.00	44,668.00	0.00	0.00	44,668.00	44,668.00
55	LINCOLN	33,841.00	33,841.00	0.00	0.00	33,841.00	33,841.00
56	MACON	19,500.00	19,500.00	0.00	0.00	19,500.00	19,500.00
57	MADISON	12,537.00	12,537.00	0.00	0.00	12,537.00	12,537.00
58	MARTIN	18,325.00	18,325.00	0.00	0.00	18,325.00	18,325.00
59	MCDOWELL	28,413.00	28,413.00	0.00	0.00	28,413.00	28,413.00
60	MECKLENBURG	478,955.00	478,955.00	0.00	0.00	478,955.00	478,955.00
61	MITCHELL	8,543.00	8,543.00	0.00	0.00	8,543.00	8,543.00
62	MONTGOMERY	19,266.00	19,266.00	0.00	0.00	19,266.00	19,266.00
63	MOORE	35,653.00	35,653.00	0.00	0.00	35,653.00	35,653.00
64	NASH	55,231.00	55,231.00	0.00	0.00	55,231.00	55,231.00
65	NEW HANOVER	102,924.00	102,924.00	0.00	0.00	102,924.00	102,924.00
66	NORTHAMPTON	18,917.00	18,917.00	0.00	0.00	18,917.00	18,917.00
67	ONSLOW	66,913.00	66,913.00	0.00	0.00	66,913.00	66,913.00
68	ORANGE	52,269.00	52,269.00	0.00	0.00	52,269.00	52,269.00
69	PAMLICO	6,693.00	6,693.00	0.00	0.00	6,693.00	6,693.00
70	PASQUOTANK	25,098.00	25,098.00	0.00	0.00	25,098.00	25,098.00
71	PENDER	27,198.00	27,198.00	0.00	0.00	27,198.00	27,198.00
72	PERQUIMANS	8,022.00	8,022.00	0.00	0.00	8,022.00	8,022.00
73	PERSON	23,224.00	23,224.00	0.00	0.00	23,224.00	23,224.00
74	PITT	107,730.00	107,730.00	0.00	0.00	107,730.00	107,730.00
75	POLK	9,171.00	9,171.00	0.00	0.00	9,171.00	9,171.00
76	RANDOLPH	71,790.00	71,790.00	0.00	0.00	71,790.00	71,790.00
77	RICHMOND	38,302.00	38,302.00	0.00	0.00	38,302.00	38,302.00
78	ROBESON	125,823.00	125,823.00	0.00	0.00	125,823.00	125,823.00
79	ROCKINGHAM	51,700.00	51,700.00	0.00	0.00	51,700.00	51,700.00
80	ROWAN	76,546.00	76,546.00	0.00	0.00	76,546.00	76,546.00
81	RUTHERFORD	44,351.00	44,351.00	0.00	0.00	44,351.00	44,351.00
82	SAMPSON	43,336.00	43,336.00	0.00	0.00	43,336.00	43,336.00
83	SCOTLAND	30,676.00	30,676.00	0.00	0.00	30,676.00	30,676.00
84	STANLY	30,472.00	30,472.00	0.00	0.00	30,472.00	30,472.00
85	STOKES	21,154.00	21,154.00	0.00	0.00	21,154.00	21,154.00
86	SURRY	45,861.00	45,861.00	0.00	0.00	45,861.00	45,861.00
87	SWAIN	8,048.00	8,048.00	0.00	0.00	8,048.00	8,048.00
88	TRANSYLVANIA	16,407.00	16,407.00	0.00	0.00	16,407.00	16,407.00
89	TYRRELL	3,053.00	3,053.00	0.00	0.00	3,053.00	3,053.00
90	UNION	67,849.00	67,849.00	0.00	0.00	67,849.00	67,849.00
91	VANCE	41,568.00	41,568.00	0.00	0.00	41,568.00	41,568.00
92	WAKE	267,498.00	267,498.00	0.00	0.00	267,498.00	267,498.00
93	WARREN	16,775.00	16,775.00	0.00	0.00	16,775.00	16,775.00
94	WASHINGTON	10,200.00	10,200.00	0.00	0.00	10,200.00	10,200.00
95	WATAUGA	24,044.00	24,044.00	0.00	0.00	24,044.00	24,044.00
96	WAYNE	76,796.00	76,796.00	0.00	0.00	76,796.00	76,796.00
97	WILKES	46,450.00	46,450.00	0.00	0.00	46,450.00	46,450.00
98	WILSON	57,918.00	57,918.00	0.00	0.00	57,918.00	57,918.00
99	YADKIN	18,377.00	18,377.00	0.00	0.00	18,377.00	18,377.00
100	YANCEY	11,147.00	11,147.00	0.00	0.00	11,147.00	11,147.00
150	Jackson Indian	4,000.00	4,000.00	0.00	0.00	4,000.00	4,000.00
187	Swain Indian	2,000.00	2,000.00	0.00	0.00	2,000.00	2,000.00
	Total	5,000,000.00	5,000,000.00	0.00	0.00	5,000,000.00	5,000,000.00



**CRISIS INTERVENTION PAYMENT (CIP) cont.      AUTHORIZATION NUMBER: 1**

**FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds**

**CFDA Number: 93.568**

**CFDA Name: Low-Income Home Energy Assistance**

**Award Name: Low-Income Home Energy Assistance**

**Award Number: G13BINCLIEA & G14BINCLIEA**

**Award Date: FFY 2013 & 2014**

**Federal Agency: DHHS/ACF**

**GRANT INFORMATION: This represents 100% federal dollars.**

**This is the first installment of Crisis Intervention Funds. Additional funds will be released once the NC Budget is passed.**

**XS411 Heading: CRISIS**


**Tracked on XS411: Federal Share 100%**

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE  
SUBJECT TO TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE**

**AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**AUTHORIZED SIGNATURE**

**DATE:**

  
\_\_\_\_\_

**July 2, 2014**  
\_\_\_\_\_



**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** County Manager Rich  
**Attachment:** No

**ITEM TITLE:** MANAGER COMMENTS

**SUMMARY:** Manager Rich will discuss:

- 1) Report on NCACC Conference in Asheville
- 2) Update on OSHA on Public Safety Center
- 3) Hatteras-Ocracoke Ferry/Barney Slough / High Speed Ferries, Trams and Trolly
- 4) New Airport Hanger Update

**RECOMMEND:** Discussion and possible action as necessary.

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Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

**Manager's Calendar (August, 2014)**

**August**

F	1	Ocracoke Office
S	2	
S	3	
M	4	Board of Commissioners Meeting
T	5	Chamber of Commerce Issues Luncheon at Harris Steak House US Cellular for Phone Service
W	6	OSHA Phone Conference with Wes Smith, Clint Berry and Corrinne Gibbs Met with Gloria Spencer and Suzanne Johnson
TH	7	
F	8	Ferry to Ocracoke
S	9	
S	10	
M	11	Ocracoke Office
T	12	Met with Gloria Spencer, Suzanne Johnson, Phil Lassiter and Corrinne Gibbs Phone Conference with "Facility Dude" - John Mills
W	13	Met with Tammy Blake, HR Director and Sylvia Johnson (consultant) Travel to Buncombe County for Conference
TH	14	NCACC Annual Conference in Asheville, NC
F	15	
S	16	
S	17	Travel to Hyde County from Conference
M	18	OSHA Phone Conference with Clint Berry and Corrinne Gibbs RPO Meeting in Edenton
T	19	Health Center Stakeholder's Meeting with Wes Smith Ferry to Ocracoke Ocracoke Occupancy Tax Board Meeting
W	20	Ferry to Swan Quarter Met with Barry King, Ed Jones, Anthony Russ and Kris Noble
TH	21	Met with Natalie Wayne Met with Will Faircloth, Traveler's Insurance Partnership for Sounds (Pfs) in Washington Ferry to Ocracoke
F	22	Attended Vidant Meeting Ocracoke Office
S	23	
S	24	
M	25	Ocracoke Office Phone Conference with Phillip Penny Hatteras Meeting
T	26	Airport Meeting in Engelhard Met with Soundside Group
W	27	Beaufort/Hyde Community Foundation Meeting in Washington Met with Chamber of Commerce - John Mullen and Sherry Carawan, Kris and Rosemary Met with Engelhard Sanitary District - Tommy Etheridge, Brandon Bmarshall and Charles Gibbs, Kris and Rosemary Conference Call - Ocracoke Drainage Meeting
TH	28	Met with Jim Nye and Dave Christianson Ferry to Ocracoke
F	29	Ocracoke Office
S	30	
TH	31	

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Chairman, Vice-Chair, Commissioners and Manager  
**Attachment:** No

**ITEM TITLE:** MANAGEMENT REPORTS

**SUMMARY:** This is a time for each Commissioner to give reports on their work representing the County.

Additionally, Commissioners may wish to bring up issues they wish to have followed up by the Board or by the County Manager.

The County Manager will give an oral update on various projects and other administrative matters.

**RECOMMEND:** Receive reports. Discussion and possible action as necessary.

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Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.



**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Citizens  
**Attachment:** No

**ITEM TITLE:** PUBLIC COMMENTS

**SUMMARY:** The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

**RECOMMEND:** Receive comments.

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** September 2, 2014  
**Presenter:** Board of Commissioners

**ITEM TITLE:** CLOSED SESSION

**SUMMARY:** The County Manager may request entering Closed Session  
in accordance with NCGS143A-318.11 (a)

- 1) To prevent the disclosure of information that is privileged or confidential pursuant to the law.
- 2) To prevent the premature disclosure of an honorary award.
- 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege.
- 4) To discuss matters relating to the location or expansion of industries or other businesses.
- 5) To establish or instruct the public body's staff or agent in negotiating the price or terms of a contract for the acquisition of real property by purchase; or compensation and terms of an employment contract.
- 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.
- 7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- 8) To formulate plans by a local board of education relating to emergency response to incidents of school violence.
- 9) To discuss and take action regarding plans to protect public safety.

**RECOMMEND:** Enter into Closed Session if required.

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Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
Time In: ☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

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Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
Time Out: ☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.